

PARKS AND RECREATION AGREEMENT

THIS AGREEMENT is entered into effective this 19th day of February, 1996, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation ("City"), and LEON COUNTY, FLORIDA ("County").

WHEREAS, the City and the County entered into a certain agreement, dated October 17, 1988, relating to provision of parks and recreation services to residents in the unincorporated areas of the County; and,

WHEREAS, the City and County entered into a certain interim agreement regarding those same services which superseded the prior agreement and which was set forth in a letter from Mayor Scott Maddox to Chair Rudy Malloy dated October 6, 1995, and was extended by mutual agreement of the parties; and,

WHEREAS, the City and County now wish to enter into a new agreement which will foster a renewed atmosphere of cooperation and will ensure that quality parks and recreation services will continue to be provided to all residents of Leon County in an effective and efficient manner;

NOW, THEREFORE, in consideration of the following mutual promises and covenants, the City and the County hereby agree as follows:

1. The City agrees to make full and complete access to current and future City parks and recreational facilities and programs available to residents of the unincorporated area of Leon County ("Non-City Residents") and will continue to maintain and operate Tom Brown Park and Capital Park.

2. The City will establish fees for use of facilities or participation in programs by Non-City Residents which shall be no greater than 1.5 times the fee charged to City residents for the same use or participation. Should the City choose not to assess City residents fees for a particular activity, the County will pay the current fees charged Non-City Residents for that activity at that time, with such fees not increasing by more than the rate of the CPI per year (Index for All Items, All Urban Consumers, U.S. City Average, or equivalent, as published the Bureau of Labor Statistics). The County will establish a scholarship program for children of Non-City Residents who cannot afford to pay participation fees and will make payment to the City for those children. All determinations of need or eligibility for such scholarships shall be made by the County and communicated to the City in writing. Fees shall be paid by the County on a quarterly basis, in arrears.

3. In addition to fees paid by Non-City Residents, the County shall pay to the City, in quarterly installments in arrears, the following amounts:

<u>FY Year</u>	<u>Amount</u>	<u>FY Year</u>	<u>Amount</u>
1996-97	\$1,050,000	2001-02	\$455,000
1997-98	650,000	2002-03	475,000
1998-99	395,000	2003-04	495,000
1999-00	415,000	2004-05	515,000
2000-01	435,000		

The amounts set forth above shall be renegotiated, at the City's option, if the City surcharge on water and sewer services outside its corporate limits is reduced below 37.5% for any reason other than voluntary action by the City, including but not limited to legislation or litigation. This Agreement shall terminate if the parties are not able to successfully renegotiate such amounts within 90 days following the effective date of any such reduction in the surcharge.

4. The City, annually, will provide a report to the County Commission regarding the results and accomplishments of the City's parks and recreation program and will meet with County elected officials and staff to discuss any changes or improvements they may suggest for recreation services. Additionally, the City will provide to the County a copy of the City Manager's recommended budget for parks and recreation at the time it is submitted to the City Commission.

5. The City and County will work to coordinate the operation and development of their parks and recreation programs in an effort to provide complementary services to residents of the County. To that end, City and County staff will communicate with each other regularly. Additionally, the City will provide advice and technical assistance to the County, as requested, regarding the operation of the County's parks and recreation program.

6. The term of this Agreement shall commence on October 1, 1996, and shall end on September 30, 2005.

7. The agreement between the parties dated October 17, 1988, as referenced in the recitals, is hereby terminated. The interim agreement, as referenced in the recitals, shall terminate on September 30, 1996.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective the date first written above.

LEON COUNTY, FLORIDA

By: [Signature]
BRUCE HOST, Chairman
of the Board of County Commissioners

CITY OF TALLAHASSEE

By: [Signature]
SCOTT MADDOX, Mayor
of the City of Tallahassee

ATTESTED TO:

By: [Signature]
DAVE LANG, Clerk
Leon County, Florida

ATTESTED TO:

By: [Signature]
ROBERT B. INZER
City Treasurer-Clerk

APPROVED AS TO FORM:

By: [Signature]
HERBERT W. A. THIELE
Leon County Attorney

APPROVED AS TO FORM:

By: [Signature]
JAMES R. ENGLISH
City Attorney

APPROVED BY CITY COMMISSION ⁹
January 3, 1996